

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	Case No. C03-3241L
)	
v.)	STIPULATED SETTLEMENT
)	AGREEMENT
REAL PROPERTY LOCATED AT 1215)	
OLD HIGHWAY 99 NORTH ROAD,)	
BELLINGHAM, WASHINGTON, et al)	
)	
Defendant.)	

IT IS HEREBY STIPULATED by and between Plaintiff, United States of America, and claimant, Geoffrey Newman, by and through their respective attorneys, to compromise and settle Geoffrey Newman's claim of interest in the following properties:

1. Real property located at 1215 Old Highway 99 North Road, Bellingham, Washington, Skagit County Parcel No. P49046;
2. Real property described as Skagit County Parcel No. P49045, Washington;
3. Real property described as Skagit County Parcel No. P49053, Washington;
4. Real property described as Skagit County Parcel No. P49054, Washington;
5. Real property described as Skagit County Parcel No. P49066, Washington;
6. Real property described as Whatcom County Parcel No. 370429 145022 0000, Washington, Glenhaven Lakes Div. 3, Block 4, Lot 4;
7. Real property described as Whatcom County Parcel No. 370429 146026 0000, Washington, Glenhaven Lakes Div. 3, Block 4, Lot 5;

- 1 8. Real property described as Whatcom County Parcel No. 370429 146035 0000,
2 Washington, Glenhaven Lakes Div. 3, Block 4, Lot 6;
- 3 9. Real property described as Whatcom County Parcel No. 370429 148042 0000,
4 Washington, Glenhaven Lakes Div. 3, Block 4, Lot 7, also known as 515 Lakeside Drive,
5 Sedro Wooley, Washington;
- 6 10. Real property described as Whatcom County Parcel No. 370429 169029 0000,
7 Washington, Glenhaven Lakes Div. 3, Block 3, Lot 5;
- 8 11. Real property described as Whatcom County Parcel No. 370429 164024 0000,
9 Washington, Glenhaven Lakes Div. 3, Block 3, Lot 4, also known as 514 Lakeside Drive,
10 Sedro Wooley, Washington;
- 11 12. Real property described as Whatcom County Parcel No. 390708 381403 0000,
12 Washington, Mt. Baker Rim Div. 1, Block 4, Lot 15, also known as 14015 Tower Lane,
13 Glacier, Washington; and
- 14 13. Various items of personal property identified in the Amended Complaint.

15 This stipulated settlement agreement is entered into between the parties pursuant to the following
16 terms:

- 17 1. The United States filed a Verified Complaint for Forfeiture in rem against the above listed
18 pieces of real property on October 28, 2003.
- 19 2. On or about September 15, 2004, Geoffrey Newman filed a Claim of Interest to the
20 defendant real properties.
- 21 3. The United States and claimant Geoffrey Newman agree to settle for the forfeiture of
22 \$212,500.00 to be paid to the United States in lieu of forfeiture of the defendant real
23 properties.
- 24 4. The \$212,500.00 is to be paid by Geoffrey Newman to the United States within fifteen
25 (15) months of the date of entry of this settlement agreement and its approval by the
26 Court. The money is to be paid by cashier's check made payable to the United States
27 Department of Treasury.
- 28 5. The United States agrees to immediately release its Lis Pendens on all of the defendant

1 real properties, with the exception of the real property known as 514 Lakeside Drive,
 2 Sedro Wooley, Washington.¹ The United States will maintain its Lis Pendens on this
 3 property until the \$212,500.00 is paid in full. In the event that claimant Newman does not
 4 pay the \$212,500.00 within fifteen (15) months, under the terms of this settlement
 5 agreement, claimant Newman agrees to forfeit the real property known as 514 Lakeside
 6 Drive, Sedro Wooley, Washington, to the United States. The United States will then
 7 move forward with the sale of 514 Lakeside Drive. Out of the net sale proceeds of the
 8 property at 514 Lakeside Drive, Sedro Wooley, and after all costs of sale are paid, the
 9 United States will retain \$212,500.00 as well as any and all costs incurred by the United
 10 States to maintain the property and prepare it for sale. Any remaining proceeds would be
 11 paid by the United States to claimant Newman.²

12 6. The parties also agree that claimant Newman will pay the storage costs for three items of
 13 personal property that were added to the Amended Complaint. In exchange, the United
 14 States will return those items to Mr. Newman upon payment and will not forfeit them.
 15 Those items are a Hitachi Excavator EX 120, VIN 12N3102 (storage costs of \$7704.22);
 16 1978 Porsche 930 CPEX, 9308800031 (storage costs of \$7173.20); and a 1987 Ford
 17 9000 Dump Truck, VIN 1FDZV90X0GVA35983 (storage costs of \$7630.26). The
 18 money is to be paid by cashier's check made payable to EG&G, property custodian for
 19 Customs and Border Protection.

20 7. All remaining items of personal property set forth in the Amended Complaint herein, and
 21 listed on attachment A hereto, will be forfeited to the United States.

22 8. Geoffrey Newman agrees that this stipulated settlement agreement shall constitute full
 23 settlement and satisfaction of any and all claims by Geoffrey Newman and the United

24
 25 ¹ Because the real properties are being released and will not be subject to forfeiture to the United States, the interest
 26 of all of the lien holders in these properties will not be impacted by the settlement. It is the intent of claimant Newman to
 27 sell as many of the properties as necessary to pay the government in a timely manner. All liens will be paid at the time of
 28 sale, in order to pass clear title to the buyers of the properties.

² The real property at 514 Lakeside Drive, Sedro Wooley, Washington, is owned free and clear by Geoffrey
 Newman. There are no outstanding mortgage loans secured by this property and Geoffrey Newman is the only claimant to
 this property.

1 States to the above-described real properties and items of personal property, resulting
2 from the incidents or circumstances giving rise to this action.

3 9. Claimant Geoffrey Newman agrees to release and hold harmless the United States, the
4 United States Department of Justice, the United States Immigration and Customs
5 Enforcement and Customs and Border Protection, and any agents, servants, and
6 employees of the United States acting in their individual or official capacities, from any
7 and all claims by Geoffrey Newman and his agents which currently exist or which may
8 arise as a result of the United States' forfeiture action against the defendant real properties
9 and items of personal property.

10 10. The United States will file a proposed judgment with regard to all items of personal
11 property being forfeited pursuant to the terms of this settlement stipulation within ten days
12 of approval of the stipulation by the Court. The government will file a proposed

13 \\\

14 \\\

15 \\\

16 \\\

17 \\\

18 \\\

19 \\\

20 \\\

21 \\\

22 \\\

23 \\\

24 \\\

25 \\\

26 \\\

27 \\\

28 \\\

1 judgment with respect to the \$212,500.00 to be forfeited in lieu of the defendant properties
2 within ten days of the date of payment of all funds due to the government.

3
4 DATED this 14th day of June, 2006.

5
6 Respectfully submitted,

7 JOHN McKAY
8 United States Attorney

9
10 s/Richard E. Cohen
11 RICHARD E. COHEN
12 Assistant United States Attorney
13 700 Stewart Street, Suite 5220
14 Seattle, Washington 98101
15 206-553-4132
16 206-553-6934 fax
17 Richard.E.Cohen@usdoj.gov

18 s/Richard Troberman
19 RICHARD TROBERMAN
20 Attorney for Geoffrey Newman
21 520 Pike Street, Suite 2510
22 Seattle, Washington 98101
23 206-343-1111
24 206-340-1936 fax

25 s/Geoffrey Newman
26 GEOFFREY NEWMAN
27 Claimant
28

ORDER

This Stipulated Settlement Agreement is hereby approved.

DATED this 15th day of June, 2006.



Robert S. Lasnik
United States District Judge

PRESENTED BY:

s/Richard E. Cohen
RICHARD E. COHEN
Assistant United States Attorney
700 Stewart Street, Suite 5220
206 553-2242
206 553-6934 (fax)
Richard.E.Cohen@usdoj.gov